



**NOTICE TO CONTRACTORS
AND
PROPOSAL and CONTRACT**

FOR CONSTRUCTION ON

State Highway 215

IN
SAN BERNARDINO COUNTY
IN THE CITY OF SAN BERNARDINO, CALIFORNIA
HIGHWAY AND BRIDGE CONSTRUCTION
(SEGMENTS 1 AND 2)

Contract No. C09-196

Name of Bidder: _____

SEALED BIDS MUST BE RECEIVED AT:
San Bernardino Associated Governments (SANBAG)
1170 W. 3rd Street, 2nd Floor
San Bernardino, California 92410-1715

BIDS MUST BE RECEIVED BY:
July 23, 2009

San Bernardino Associated Governments
Deborah Barmack Executive Director

Garry Cohoe, P.E. Designated Engineer

May 8, 2009

Federal/Local Projects No.: ESPLN-6053(080) PNRSCML-6053(081)
Federal EA: 08-0071V8L
Local EA: 08-0071V4

SAN BERNARDINO ASSOCIATED GOVERNMENTS
NOTICE TO CONTRACTORS

Sealed proposals for the work shown on the Plans entitled:

FOR CONSTRUCTION ON
HIGHWAY 215
IN
SAN BERNARDINO COUNTY
IN THE CITY OF SAN BERNARDINO, CALIFORNIA
HIGHWAY AND BRIDGE CONSTRUCTION
(SEGMENTS 1 AND 2)
Contract No. C09-196

MUST be delivered to and received by:

Location: San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Phone: (909) 884-8276

NO LATER THAN 2:00 p.m. on July 23, 2009. Bidders are responsible for ensuring that their **ENTIRE** proposal package is received in the office by the time and date specified above and that the **ENTIRE** original proposal forms in the Proposal and Contract Document package are all filled out and returned. No copies of proposal forms will be allowed unless otherwise stated elsewhere in the proposal. If any forms are not filled out or are missing, the bid may be considered at San Bernardino Associated Government's discretion to be non-responsive and subject to rejection. Any proposals that are not timely received in the office shall be returned unopened.

NOTE: The Contractor shall clearly label his/her sealed proposal package with (1) the company name and address; and (2) the following words in large visible print on all sides of the sealed proposal package:

Sealed Proposal Package for
State Highway 215
Highway and Bridge Construction (Segments 1 and 2)
DO NOT OPEN!!!

Bids will be opened and read aloud on July 23, 2009 at approximately 2:00 p.m.

General description of work:

The main components of this project are highway and bridge construction on Highway 215 (I-215)

between south of Rialto Avenue and north of SR 259 in the City of San Bernardino.

At the time this Contract is awarded, the Contractor shall possess a Class A Contractor's License. The Contract is subject to State Contract Nondiscriminatory and Compliance Requirements pursuant to Government Code, Section 12900.

In accordance with California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award the selected contractor shall be properly licensed in accordance with the laws of the State and policies of SANBAG. Contractor shall possess a Type "A" license, or other license qualifying the bidder to bid as a prime Contractor, prior to award of Contract as approved by Board of Directors.

The Plans, Special Provisions, and Proposal Forms for bidding this project can only be obtained at the SANBAG construction office at 2700 Little Mountain Drive, Building B, Suite 101, San Bernardino, CA 92405. Contact Linda Smoot at (909) 875-6029 ext 205 . A non-refundable fee, as follows, is due upon receipt or prior to mailing. **Only checks or money orders will be accepted as payment for the fee; no cash will be accepted.**

Reduced plan set	\$ 260.00
Specials and Proposal (3 vols.)	\$ 70.00
Full size plan set	\$ 600.00

These items will not be available prior to **May 18, 2009**. Requests shall include: Company Name; Contact Person; Telephone Number, Fax Number, deliverable address and FedEx or other delivery account number.

Please reference SANBAG's website at www.sanbag.ca.gov under the link "Bids, RFP's and RFQ's" for any contract updates, addendums, and bid questions and responses.

Bid questions must be submitted to prebidingquiry@cm4sanbag.com **NO LATER THAN 12:00 noon on July 10, 2009**. If there are any additional questions, please contact Linda Smoot at (909) 875-6029 ext 205. Responses will be sent to all plan holders by 3:00 pm on July 16, 2009 by hard copy, email, and posted on the SANBAG website.

A proposal Guaranty in the form of a Bidders Bond in the amount of 10% of the bid amount will accompany each bid. After award, the successful Bidder shall furnish a Payment Bond and Performance Bond in the amount of 100% of the bid per the requirements in the Contract Documents.

The UDBE Contract goal is 1.37 percent.

Bidders are advised that, as required by federal law, SANBAG is implementing new Disadvantaged Business Enterprise requirements for Underutilized Disadvantaged Business Enterprises (UDBE). Section 2, "Proposal Requirements and Conditions," under subsection titled "Disadvantaged Business Enterprises (DBE)" and Section 5, "General," under subsection titled "Performance of UDBEs" of these special provisions cover the UDBE requirements.

SANBAG is implementing new contract requirements for submittal of Monthly Employment Report forms. Refer to section titled "Monthly Employment Report (American Recovery and Reinvestment Act)" under Section 5, "General," of these special provisions.

Attention is directed to Section 1-1.01, "General," of the Amendments to the Standard Specifications, Dated May 2006, regarding plain language specifications.

A prebid meeting is scheduled for this contract at SANBAG Super Chief conference room at 2:00 pm on Monday, June 22, 2009. This meeting is to inform bidders of project requirements and subcontractors of subcontracting and material supply opportunities. Bidder's attendance at this meeting will not be mandatory.

Pursuant to Section 1773 of the Labor Code, of the State of California, the General Prevailing Wage Rates in the County in which work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates are listed in the California Department of Industrial Relations Publication entitled, "General Prevailing Wage Rates" latest publication. Future effective General Prevailing Wage Rates that have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the General Prevailing Wage Rates.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in these special provisions. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the plans and specifications.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the General Prevailing Wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. SANBAG will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

The Contractor, at Contractor's expense, may elect to receive 100% of payments due under the Contract document from time to time, without retention from any portion of the payment by the San Bernardino Associated Governments, by depositing securities of equivalent value of the retained amount with the San Bernardino Associated Governments in accordance with the provisions of Section 22300 of the Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the San Bernardino Associated Governments, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 of the Public Contract Code and Section 16430 of the California Government Code.

The San Bernardino Associated Governments reserves the right to reject any or all bids, and to waive any irregularities in any proposal or bid, and to determine which proposal is, in its judgment, the lowest responsive bid of a responsible bidder and which proposal should be accepted in the best interest of the San Bernardino Associated Governments. No bids will be accepted unless made on the Proposal Form provided under a separate package. Meeting the goal for DBE participation or

demonstrating to the satisfaction of SANBAG, adequate good faith efforts to do so, is a condition for being eligible for award of contract. Bids are required for the entire work described herein.

No bid may be withdrawn within sixty days (60) after the scheduled bid opening date.

By order of the Governing Board of the San Bernardino Associated Governments

Dated: May 6, 2009

Garry Cohoe

Director of Freeway Construction

Date of Advertisement: May 18, 2009.

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SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

PROPOSAL TO THE SAN BERNARDINO ASSOCIATED GOVERNMENTS

Name of Bidder: _____

Business P.O. Box: _____

Business Street Address: _____
(Please include even if P.O. Box is used)

City, State, Zip: _____

Telephone No.: _____

Fax No.: _____

Honorable Board Members of the San Bernardino Associated Governments:

The work for which this proposal is submitted is for the construction in accordance with the Special Provisions and the project plans described below, including Addendum Numbers,_____,_____, thereto, the Contract annexed hereto, and also State of California Department of Transportation Standard Plans dated July 2004 and Standard Specifications dated July 1999 and safety related portions dated July 2004 and latest updates, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates most current edition at the date of the bid opening.

The undersigned acknowledges:

The Project Plans dated April 17, 2009 (Highway and Bridge Construction) and Notice to Contractors and Special Provisions dated May 8, 2009 for the work to be done are entitled:

CONSTRUCTION ON
Highway 215
IN THE CITY OF SAN BERNARDINO, CALIFORNIA
Highway and Bridge Construction

Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set for the item.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the Item Total column shall be the product of the unit price bid and the estimated quantity for the item.

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

PROPOSAL TO THE
SAN BERNARDINO ASSOCIATED GOVERNMENTS
(Continued)

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, provided however, if the amount set forth as a unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Total" column, then the amount set forth in the "Item Total" for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the Contract and furnish the two bonds in the sums specified in the contract documents, with surety satisfactory to the San Bernardino Associated Governments, within ten (10) days, not including Saturdays, Sundays, and legal holidays, after the Bidder has received notice from the San Bernardino Associated Governments, that the contract has been awarded, the San Bernardino Associated Governments may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the San Bernardino Associated Governments.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the Bidder has carefully examined the location of the proposed work, the annexed proposed form of Contract, any addenda, having become thoroughly familiar with the terms and conditions of the Contract Documents and with the local conditions affecting the performance and cost of the Work at the place where the Work is to be done, and the Bidder hereby proposes, and agrees if this proposal is accepted, that the Bidder will contract with the San Bernardino Associated Governments, in the form of the copy of the Contract annexed hereto, to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and in accordance with the requirements of the Engineers as therein set forth, and that he will take in full payment therefore the following prices, to wit:

BID LIST

ITEM NO.	CALTRANS CODED ITEM NUMBER	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY				ITEM PRICE	ITEM TOTAL
				SEG 1	SEG 2	SEG 1 & 2 COMMON	TOTAL QUANTITY (ROUNDED)		
1	070012	PROGRESS SCHEDULE (CRITICAL PATH METHOD)	LS			LUMP SUM	LUMP SUM		
2	071301	TEMPORARY FENCE (TYPE CL-1.8)	M			200	200		
3	072008A	TEMPORARY SHORING (RETAINING WALL NO. 137)	LS		LUMP SUM		LUMP SUM		
4	074016	CONSTRUCTION SITE MANAGEMENT	LS	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM		
5	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM		
6	074028	TEMPORARY FIBER ROLL	M	4294	3650		7950		
7	074029	TEMPORARY SILT FENCE	M	3940	3850		7790		
8	074031	TEMPORARY GRAVEL BAG BERM	M	610	610		1220		
9	074032	TEMPORARY CONCRETE WASHOUT	EA	15	15		30		
10	074033	TEMPORARY CONSTRUCTION ENTRANCE	EA	10	12		22		
11	074034	TEMPORARY COVER	M2	15000	20000		35000		
12	074038	TEMPORARY DRAINAGE INLET PROTECTION	EA	106	30		140		
13	074041	STREET SWEEPING	LS	LUMP SUM	LUMP SUM	LUMP SUM	LUMP SUM		
14	074043	TEMPORARY CONCRETE WASHOUT BIN	EA	20	20		40		
15	074055	TEMPORARY SOIL BINDER	M2	99750	94500		195000		
16	120090	CONSTRUCTION AREA SIGNS	LS			LUMP SUM	LUMP SUM		
17	120100	TRAFFIC CONTROL SYSTEM	LS			LUMP SUM	LUMP SUM		
18	120116	TYPE II BARRICADE	EA			69	69		
19	120120	TYPE III BARRICADE	EA			119	120		
20	120149	TEMPORARY PAVEMENT MARKING (PAINT)	M2			363	370		
21	120159	TEMPORARY TRAFFIC STRIPE (PAINT)	M			118273	119000		
22	120165	CHANNELIZER (SURFACE MOUNTED)	EA			2242	2250		
23	120300	TEMPORARY PAVEMENT MARKER	EA			25047	25100		

24	128650	PORTABLE CHANGEABLE MESSAGE SIGN	EA			24	24		
25	129000	TEMPORARY RAILING (TYPE K)	M			38739	38800		
26	129100	TEMPORARY CRASH CUSHION MODULE	EA			594	600		
27	150608	REMOVE CHAIN LINK FENCE	M	3096	6028		9130		
28	150609	REMOVE CHAIN LINK RAILING (TYPE 7 MODIFIED)	M	41			41		
29	150655	REMOVE BARRIER	M			2252	2260		
30	150662	REMOVE METAL BEAM GUARD RAILING	M	2444	4166		6610		
31	150701	REMOVE YELLOW PAINTED TRAFFIC STRIPE	M	1194		41149	42400		
32	150704	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE	M	681			690		
33	150717	REMOVE TRAFFIC STRIPE	M			108560	109000		
34	150711	REMOVE PAINTED TRAFFIC STRIPE	M	4828			4830		
35	150712	REMOVE PAINTED PAVEMENT MARKING	M2	290			290		
36	150714	REMOVE THERMOPLASTIC TRAFFIC STRIPE	M	1921			1930		
37	150742A	REMOVE ROADSIDE SIGN	LS			1	LUMP SUM		
38	150742B	RELOCATE ROADSIDE SIGN	LS			1	LUMP SUM		
39	150760	REMOVE SIGN STRUCTURE	EA	14	15		29		
40	150803A	REMOVE / ABANDON DRAINAGE FACILITIES	LS			LUMP SUM	LUMP SUM		
41	150804A	REMOVE PUMP STATION	LS	LUMP SUM			LUMP SUM		
42	150806	REMOVE PIPE	M	1711	2445		4160		
43	150829	REMOVE RETAINING WALL	M	240	627		870		
44	150846	REMOVE CONCRETE PAVEMENT	M2	34080	46182		80300		
45	150857	REMOVE ASPHALT CONCRETE SURFACING	M2	39			39		
46	150860	REMOVE BASE AND SURFACING	M3	1912	143	3615	5670		
47	151231A	RECONSTRUCT WROUGHT IRON FENCE	M	81			81		
48	151270	SALVAGE METAL BRIDGE RAILING	M		236		240		
49	152402	ADJUST WATER VALVE COVER TO GRADE	EA	17			17		
50	152475	ADJUST SEWER MANHOLE	EA	9			9		

51	153215	REMOVE CONCRETE (CURB AND GUTTER)	M	4018	5415		9440		
52	153218A	REMOVE CONCRETE (SIDEWALK AND CROSS GUTTER)	M2	4830			4830		
53	153229	REMOVE CONCRETE BARRIER (TYPE K)	M	248			250		
54	156590	REMOVE CRASH CUSHION (SAND FILLED)	EA	4			4		
55	157551	BRIDGE REMOVAL, LOCATION A	LS	LUMP SUM			LUMP SUM		
56	157552	BRIDGE REMOVAL, LOCATION B	LS	LUMP SUM			LUMP SUM		
57	157553	BRIDGE REMOVAL, LOCATION C	LS	LUMP SUM			LUMP SUM		
58	157554	BRIDGE REMOVAL, LOCATION D	LS	LUMP SUM			LUMP SUM		
59	157555	BRIDGE REMOVAL, LOCATION E	LS		LUMP SUM		LUMP SUM		
60	157556	BRIDGE REMOVAL, LOCATION F	LS		LUMP SUM		LUMP SUM		
61	157557	BRIDGE REMOVAL, LOCATION G	LS		LUMP SUM		LUMP SUM		
62	157558	BRIDGE REMOVAL, LOCATION H	LS		LUMP SUM		LUMP SUM		
63	157561	BRIDGE REMOVAL (PORTION), LOCATION A	LS	LUMP SUM			LUMP SUM		
64	157562	BRIDGE REMOVAL (PORTION), LOCATION B	LS	LUMP SUM			LUMP SUM		
65	159106	JACKING SUPERSTRUCTURE (LOCATION A)	LS	LUMP SUM			LUMP SUM		
66	159107	JACKING SUPERSTRUCTURE (LOCATION B)	LS	LUMP SUM			LUMP SUM		
67	160101	CLEARING AND GRUBBING	LS			LUMP SUM	LUMP SUM		
68	160120	REMOVE TREE	LS			LUMP SUM	LUMP SUM		
69 (F)	170101	DEVELOP WATER SUPPLY	LS			LUMP SUM	LUMP SUM		
70	190101	ROADWAY EXCAVATION	M3	107203	466660		574000		
71	190107	ROADWAY EXCAVATION (TYPE Y-1) (AERIALY DEPOSITED LEAD)	M3	27353	106108		134000		
72	190110	LEAD COMPLIANCE PLAN	LS			LUMP SUM	LUMP SUM		
73	190113	ASBESTOS COMPLIANCE PLAN	LS			LUMP SUM	LUMP SUM		
74	190136	ROADWAY EXCAVATION (DETOUR)	M3			9384	9390		
75 (F)	192003	STRUCTURE EXCAVATION (BRIDGE)	M3	16741	16751		33500		
76 (F)	192037	STRUCTURE EXCAVATION (RETAINING WALL)	M3	14630	59077		73800		
77 (F)	193003	STRUCTURE BACKFILL (BRIDGE)	M3	9058	10020		19100		

78 (F)	193013	STRUCTURE BACKFILL (RETAINING WALL)	M3	18676	50330		69100		
79 (F)	193030	PERVIOUS BACKFILL MATERIAL	M3		14		14		
80 (F)	193031	PERVIOUS BACKFILL MATERIAL (RETAINING WALL)	M3	1589	3940		5530		
81 (F)	194001	DITCH EXCAVATION	M3	1684	5862		7550		
82 (F)	197031	EARTH RETAINING STRUCTURE (MECHANICALLY STABILIZED EARTH WALL)	M2	4206			4210		
83	198050A	EMBANKMENT (DETOUR)	M3			17195	17200		
84	200114	ROCK BLANKET	M2	11811	9807		21700		
85	203001	EROSION CONTROL BLANKET	M2	3549	18219		21800		
86	203016	EROSION CONTROL (TYPE D)	HA	5.72	5.42		12		
87	203026	MOVE-IN/MOVE-OUT (EROSION CONTROL)	EA	6	6		12		
88	208304A	40 mm WATER METER	EA	8			8		
89	208304B	50 mm WATER METER	EA		7		7		
90	208420	40 mm BACKFLOW PREVENTER ASSEMBLY	EA	8			8		
91	208421	BACKFLOW PREVENTER ASSEMBLY ENCLOSURE	EA	8	7		15		
92	208435	50 mm BACK FLOW PREVENTER ASSEMBLY	EA		7		7		
93	208743	250 MM CORRUGATED STEEL PIPE CONDUIT (1.63 MM THICK)	M	169	176		350		
94	208799	250 MM WELDED STEEL PIPE CONDUIT (6.35 MM THICK)	M		42		42		
95	208800	300 MM WELDED STEEL PIPE CONDUIT (6.35 MM THICK)	M	132	236		370		
96	250201	CLASS 2 AGGREGATE SUBBASE	M3	17956	27895		45900		
97	260201	CLASS 2 AGGREGATE BASE	M3	14430	25802		40300		
98	260201A	CLASS 2 AGGREGATE BASE (DETOUR)	M3			4100	4100		
99	260210	AGGREGATE BASE (APPROACH SLAB)	M3	386			390		
100	280000	LEAN CONCRETE BASE	M3	12528	19462		32000		
101	390131	HOT MIX ASPHALT (TYPE A)	TONN	16198	29511		45800		
102	390131A	HOT MIX ASPHALT (TYPE A) (DETOUR)	TONN			19678	19700		
103	390131B	HOT MIX ASPHALT (BOND BREAKER, TYPE A)	TONN	5778	8976		14800		

104	394060	DATA CORES	LS				LUMP SUM		
105	394071	PLACE HOT MIX ASPHALT DIKE	M	2586	6562		9150		
106	397005	TACK COAT	TONN	21	34		55		
107	401000	CONCRETE PAVEMENT	M3	23986	37391		61400		
108	404092	SEAL PAVEMENT JOINT	M	36068	43403		79500		
109	404094	SEAL LONGITUDINAL ISOLATION JOINT	M	452			460		
110	420201	GRIND EXISTING CONCRETE PAVEMENT	M2	7084			7090		
111	490505	FURNISH STEEL PILING (HP 250 X 62)	M	4450			4450		
112	490506	DRIVE STEEL PILE (HP 250 X 62)	EA	258			260		
113	490511	FURNISH STEEL PILING (HP 250 X 85)	M	24574			24600		
114	490512	DRIVE STEEL PILE (HP 250 X 85)	EA	1786			1790		
115	490566	FURNISH STEEL PILING (HP 360 X 132)	M		7496		7500		
116	490567	DRIVE STEEL PILE (HP 360 X 132)	EA		705		710		
117	490580	FURNISH STEEL PIPE PILING (360 MM)	M		1469		1470		
118	490581	DRIVE STEEL PIPE PILE (360 MM)	EA		135		140		
119	490582	FURNISH STEEL PIPE PILING (406 MM)	M		2983		2990		
120	490583	DRIVE STEEL PIPE PILE (406 MM)	EA		190		190		
121	490584	FURNISH STEEL PIPE PILING (610 MM)	M		3449		3450		
122	490585	DRIVE STEEL PIPE PILE (610 MM)	EA		334		340		
123	490657	600 MM CAST-IN-DRILLED HOLE CONCRETE PILING	M	143			150		
124	490665	1.8 M CAST-IN-DRILLED- HOLE CONCRETE PILING	M	517			520		
125	490673	3.0 M CAST-IN-DRILLED- HOLE CONCRETE PILING	M	206	73		280		
126	490672A	2.745 M CAST-IN-DRILLED- HOLE CONCRETE PILING	M		139		140		
127	490675	900 MM CAST-IN-DRILLED- HOLE CONCRETE PILING	M	143			150		
128	498027	400 MM CAST-IN-DRILLED- HOLE CONCRETE PILING	M	1269	785		2060		
129	500001	PRESTRESSING CAST-IN- PLACE CONCRETE	LS	LUMP SUM	LUMP SUM		LUMP SUM		
130 (F)	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING	M3	2434	4074		6510		

131 (F)	510053	STRUCTURAL CONCRETE, BRIDGE	M3	12153	15755		28000		
132 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	7072	19640		26800		
133 (F)	510072	STRUCTURAL CONCRETE, BARRIER SLAB	M3	778	0		780		
134 (F)	510086	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE N)	M3	1166	589		1760		
135 (F)	510087	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE R)	M3	593	0		600		
136	510413	CLASS 1 CONCRETE (BOX CULVERT)	M3		344		350		
137 (F)	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	291	659		950		
138 (F)	510524	MINOR CONCRETE (SOUND WALL)	M3	106	234		340		
139 (F)	510800	PAVING NOTCH EXTENSION	M3	10			10		
140 (F)	511035	ARCHITECTURAL TREATMENT (ARROWHEAD CLUSTER PATTERN)	M2	777	1435		2220		
141 (F)	511036	ARCHITECTURAL TREATMENT (MOUNTAIN PATTERN)	M2	4114	6229		10400		
142 (F)	511037	ARCHITECTURAL TREATMENT (RAILROAD MURAL)	M2	836			840		
143	511047	ANTI-GRAFFITI COATING	M2	11087	18087		29200		
144 (F)	511064	FRACTURED RIB TEXTURE	M2	2391	10437		12900		
145	511106	DRILL AND BOND DOWEL	M	65			65		
146	512229	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (5M-10M)	EA	22			22		
147	512230	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (10M-15M)	EA	8			8		
148	512231	FURNISH PRECAST PRESTRESSED CONCRETE GIRDER (15M-20M)	EA	3			3		
149	512500	ERECT PRECAST PRESTRESSED CONCRETE GIRDER	EA	33			33		
150	515020	REFINISH BRIDGE DECK	M2	60			60		
151 (F)	517961	SOUND WALL (BARRIER) (MASONRY BLOCK)	M2		2654		2660		
152 (F)	518002	SOUND WALL (MASONRY BLOCK)	M2	2801	2910		5720		
153	518080	ACCESS GATE (SOUND WALL)	EA		1		1		
154	518050	PTFE BEARING	EA	14	18		32		
155	519101	JOINT SEAL (TYPE A)	M	173			180		
156	519117A	JOINT SEAL (TYPE B - MR 25 MM)	M	185			190		

157	519123	JOINT SEAL (TYPE B - MR 50 MM)	M	257	27		290		
158	519125	JOINT SEAL ASSEMBLY (MR 70 MM)	M	27	35		62		
159	519126	JOINT SEAL ASSEMBLY (MR 80 MM)	M	15	12		27		
160	519127	JOINT SEAL ASSEMBLY (MR 90 MM)	M	11	122		140		
161	519129	JOINT SEAL ASSEMBLY (MR 101-160 mm)	M	26	22		48		
162	519130	JOINT SEAL ASSEMBLY (MR 161 MM - 240 MM)	M	11	24		35		
163 (F)	520102	BAR REINFORCING STEEL (BRIDGE)	KG	2612100	3109024		5722000		
164 (F)	520103	BAR REINFORCING STEEL (RETAINING WALL)	KG	559105	2077310		2637000		
165 (F)	520107	BAR REINFORCING STEEL (BOX CULVERT)	KG		33241		33300		
166	520120	HEADED BAR REINFORCEMENT	EA		1364		1370		
167 (F)	550110	COLUMN CASING	KG	18581			18600		
168 (F)	550203	FURNISH STRUCTURAL STEEL (BRIDGE)	KG	60399			60400		
169 (F)	550204	ERECT STRUCTURAL STEEL (BRIDGE)	KG	60399			60400		
170 (F)	560203	FURNISH SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY)	KG	3240	16016		19300		
171 (F)	560204	INSTALL SIGN STRUCTURE (BRIDGE MOUNTED WITH WALKWAY)	KG	3240	16016		19300		
172 (F)	560208	FURNISH SIGN STRUCTURE (TUBULAR)	KG	51955	112087		165000		
173 (F)	560209	INSTALL SIGN STRUCTURE (TUBULAR)	KG	51955	112087		165000		
174 (F)	560223A	FURNISH SIGN STRUCTURE (TRUSS WITH WALKWAY)	KG	5130	5452		10600		
175 (F)	560224A	INSTALL SIGN STRUCTURE (TRUSS WITH WALKWAY)	KG	5130	5452		10600		
176	560234	FURNISH LAMINATED PANEL SIGN (25.4 MM TYPE A)	M2	276	378		660		
177	560238	FURNISH SINGLE SHEET ALUMINUM SIGN (1.6 MM UNFRAMED)	M2	263	153		420		
178	561013	1372 MM CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	M	5			5		
179	561015	1524 MM CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	M	63	80		150		
180	566011	ROADSIDE SIGN - ONE POST	EA	106	90		200		
181	566012	ROADSIDE SIGN - TWO POST	EA	39	15		54		
182	568001	INSTALL SIGN (STRAP AND STADDLE BRACKET METHOD)	EA	15	6		21		

183	590115	CLEAN AND PAINT STRUCTURAL STEEL	LS	LUMP SUM			LUMP SUM		
184	597600A	PREPARE AND PAINT CONCRETE MEDIAN BARRIER SURFACES	M2	3596	5766		9370		
185	620903	200 MM ALTERNATIVE PIPE CULVERT	M		350		350		
186	620909	450 MM ALTERNATIVE PIPE CULVERT	M	644	524		1170		
187	620913	600 MM ALTERNATIVE PIPE CULVERT	M	1510	2232		3750		
188	620919	750 MM ALTERNATIVE PIPE CULVERT	M	289	1233		1530		
189	620924	900 MM ALTERNATIVE PIPE CULVERT	M	28	8		36		
190	620930	1050 MM ALTERNATIVE PIPE CULVERT	M	34	492		530		
191	620938	1350 MM ALTERNATIVE PIPE CULVERT	M		6		6		
192	620951	2400 MM REINFORCED CONCRETE PIPE	M	1448	253		1710		
193	650069	450 MM REINFORCED CONCRETE PIPE	M	126	169		300		
194	650075	600 MM REINFORCED CONCRETE PIPE	M	438	75		520		
195	650086A	1300 MM REINFORCED CONCRETE PIPE	M		173		180		
196	650092	1800 MM REINFORCED CONCRETE PIPE	M		86		86		
197	650094	2100 MM REINFORCED CONCRETE PIPE	M		217		220		
198	655367	JACKED 600MM REINFORCED CONCRETE PIPE (CLASS III)	M	99			99		
199	655370	JACKED 1050MM REINFORCED CONCRETE PIPE (CLASS III)	M		26		26		
200	655375	JACKED 2400MM REINFORCED CONCRETE PIPE (CLASS III)	M	244			250		
201	700617	DRAINAGE INLET MARKER	EA	14	13		27		
202	703481A	410 MM WELDED STEEL PIPE CASING (BRIDGE)	M	48			48		
203	703481	620 MM WELDED STEEL PIPE CASING (BRIDGE)	M		61		61		
204	703536	200 MM WELDED STEEL PIPE (3.4 MM THICK)	M	46			46		
205	705336	450 MM ALTERNATIVE FLARED END SECTION	EA	2	7		9		
206	705337	600 MM ALTERNATIVE FLARED END SECTION	EA	8	4		12		
207	705338	750 MM ALTERNATIVE FLARED END SECTION	EA	1	1		2		
208	707133	900MM PRECAST CONCRETE PIPE INLET	M	24	27		51		
209	707244	900MM PRECAST CONCRETE PIPE MANHOLE	M	16	28		44		

210	721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	M3	18			18		
211	721009	ROCK SLOPE PROTECTION (FACING, METHOD B)	M3	19	22		41		
212	721012	ROCK SLOPE PROTECTION (BACKING NO. 3, METHOD B)	M3	26	7		33		
213	721810A	SLOPE PAVING (CONCRETE) (ROCK BLANKET)	M2		255		260		
214	729010	ROCK SLOPE PROTECTION FABRIC	M2	174	80		260		
215	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	818	1194		2020		
216 (F)	750001	MISCELLANEOUS IRON AND STEEL	KG	35435	31218		66700		
217 (F)	750041	ISOLATION CASING	KG	1937	18610		20600		
218 (F)	750498	MISCELLANEOUS METAL (RESTRAINER -CABLE TYPE)	KG	1338			1340		
219 (F)	750501	MISCELLANEOUS METAL (BRIDGE)	KG		1284		1290		
220 (F)	750505	BRIDGE DECK DRAINAGE SYSTEM	KG	4439	37294		41800		
221	800391	CHAIN LINK FENCE (TYPE CL-1.8)	M	1877	5203		7080		
222	802671	4.9M CHAIN LINK GATE (TYPE CL-1.8)	EA	14	5		19		
223	820107	DELINEATOR (CLASS1)	EA	178	249		430		
224	832001	METAL BEAM GUARD RAILING	M	1772	945		2720		
225	833020A	CHAIN LINK RAILING (TYPE 3 MODIFIED)	M		704		710		
226	833031	CHAIN LINK RAILING (TYPE 6)	M	54			54		
227	833031A	CHAIN LINK RAILING (TYPE 6 MOD)	M		270		270		
228	833032	CHAIN LINK RAILING (TYPE 7)	M	354			360		
229	833088	TUBULAR HANDRAILING	M		777		780		
230	833142	CONCRETE BARRIER (TYPE 26 MODIFIED)	M		836		840		
231	833143	CONCRETE BARRIER (TYPE 26A MODIFIED)	M		817		820		
232	839521	CABLE RAILING	M	57	978		1040		
233	839526A	ANCHOR BLOCK FOR TRANSITION RAILING CONNECTION	EA	1			1		
234	839541	TRANSITION RAILING (TYPE WB)	EA	10	9		19		
235	839581	END ANCHOR ASSEMBLY (TYPE SFT)	EA	18	20		38		
236	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	10			10		

237	839585	ALTERNATIVE FLARED TERMINAL SYSTEM	EA	3	11		14		
238	839601	CRASH CUSHION (TYPE CAT)	EA		1		1		
239	839604	CRASH CUSHION (TYPE REACT 9CBB)	EA		1		1		
240	839605	CRASH CUSHION (REACT 9SCBS)	EA	2			2		
241	839606A	CRASH CUSHION (QUADGUARD QS9006)	EA	2			2		
242	839701	CONCRETE BARRIER (TYPE 60)	M	1348	2051		3400		
243 (F)	839702	CONCRETE BARRIER (TYPE 60A)	M	168			170		
244	839702A	CONCRETE BARRIER (TYPE 60A MODIFIED)	M	61			61		
245	839704	CONCRETE BARRIER (TYPE 60D)	M	515	2900		3420		
246	839705	CONCRETE BARRIER (TYPE 60E)	M	104	645		750		
247	839712	CONCRETE BARRIER (TYPE 60SC)	M	40	103		150		
248 (F)	839717	CONCRETE BARRIER (TYPE 732 MODIFIED)	M	2568	1406		3980		
249 (F)	839721	CONCRETE BARRIER (TYPE 732A MODIFIED)	M	1063	2708		3780		
250 (F)	839723	CONCRETE BARRIER (TYPE 732B)	M	71			71		
251 (F)	839724A	CONCRETE BARRIER (TYPE 736 S/SV)	M	195	529		730		
252 (F)	839725	CONCRETE BARRIER (TYPE 736)	M	3			3		
253 (F)	839727	CONCRETE BARRIER (TYPE 736A MODIFIED)	M		684		690		
254	840515	THERMOPLASTIC PAVEMENT MARKING	M2	403	79		490		
255	840560	THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)	M	37986	52947		91000		
256	840660	PAINT PAVEMENT MARKING	M2	280			280		
257	840666	PAINT PAVEMENT MARKING (2-COAT)	M2	16			16		
258	850101	PAVEMENT MARKER (NON- REFLECTIVE)	EA	2900	6730		9630		
259	850111	PAVEMENT MARKER (RETROREFLECTIVE)	EA	5304	4710		10100		
260	860090	MAINTAINING EXISTING TRAFFIC MANAGEMENT SYSTEM ELEMENTS	LS	LUMP SUM			LUMP SUM		
261	860251	MODIFY SIGNAL AND LIGHTING (LOCATION 1)	LS	LUMP SUM			LUMP SUM		
262	860252	MODIFY SIGNAL AND LIGHTING (LOCATION 2)	LS	LUMP SUM			LUMP SUM		
263	860253	MODIFY SIGNAL AND LIGHTING (LOCATION 3)	LS	LUMP SUM			LUMP SUM		

264	860254	REMOVE SIGNAL AND LIGHTING (LOCATION 4)	LS	LUMP SUM			LUMP SUM		
265	860255	SIGNAL AND LIGHTING (LOCATION 5)	LS	LUMP SUM			LUMP SUM		
266	860256	SIGNAL AND LIGHTING (LOCATION 6)	LS	LUMP SUM			LUMP SUM		
267	860257	MODIFY SIGNAL AND LIGHTING (LOCATION 7)	LS	LUMP SUM			LUMP SUM		
268	860258	REMOVE SIGNAL AND LIGHTING (LOCATION 8)	LS	LUMP SUM			LUMP SUM		
269	860259	MODIFY SIGNAL AND LIGHTING (LOCATION 9)	LS	LUMP SUM			LUMP SUM		
270	860260	MODIFY SIGNAL AND LIGHTING (LOCATION 10)	LS	LUMP SUM			LUMP SUM		
271	860261	MODIFY SIGNAL AND LIGHTING (LOCATION 11)	LS	LUMP SUM			LUMP SUM		
272	860262	MODIFY SIGNAL AND LIGHTING (LOCATION 12)	LS	LUMP SUM			LUMP SUM		
273	860263	MODIFY SIGNAL AND LIGHTING (LOCATION 13)	LS	LUMP SUM			LUMP SUM		
274	860264	MODIFY SIGNAL AND LIGHTING (LOCATION 14)	LS		LUMP SUM		LUMP SUM		
275	860265	SIGNAL AND LIGHTING (LOCATION 15)	LS		LUMP SUM		LUMP SUM		
276	860266	SIGNAL AND LIGHTING (LOCATION 16)	LS		LUMP SUM		LUMP SUM		
277	860267	MODIFY SIGNAL AND LIGHTING (LOCATION 17)	LS		LUMP SUM		LUMP SUM		
278	860460	LIGHTING AND SIGN ILLUMINATION	LS			LUMP SUM	LUMP SUM		
279	860764	FIBER OPTIC CONDUIT 53C	M	1490	1680		3170		
280	860766	FIBER OPTIC CONDUIT 103C	M	1700	3160		4860		
281	860792	COMMUNICATION CONDUIT (BRIDGE)	M	120	490		610		
282	860797	ELECTRIC SERVICE (IRRIGATION)	LS				LUMP SUM		
283	860991	CLOSED CIRCUIT TELEVISION SYSTEM (LOCATION 1)	LS	LUMP SUM			LUMP SUM		
284	860992	CLOSED CIRCUIT TELEVISION SYSTEM (LOCATION 2)	LS	LUMP SUM			LUMP SUM		
285	860993	CLOSED CIRCUIT TELEVISION SYSTEM (LOCATION 3)	LS		LUMP SUM		LUMP SUM		
286	860994	CLOSED CIRCUIT TELEVISION SYSTEM (LOCATION 4)	LS		LUMP SUM		LUMP SUM		
287	860995	CLOSED CIRCUIT TELEVISION SYSTEM (LOCATION 5)	LS		LUMP SUM		LUMP SUM		
288	861000	TRAFFIC OPERATION SYSTEM CABINET ASSEMBLY (TOS CABINET)	EA	1			1		
289	861101	RAMP METERING SYSTEM (LOCATION 1)	LS	LUMP SUM			LUMP SUM		

290	861102	RAMP METERING SYSTEM (LOCATION 2)	LS	LUMP SUM			LUMP SUM		
291	861103	RAMP METERING SYSTEM (LOCATION 3)	LS	LUMP SUM			LUMP SUM		
292	861104	RAMP METERING SYSTEM (LOCATION 4)	LS	LUMP SUM			LUMP SUM		
293	861105	RAMP METERING SYSTEM (LOCATION 5)	LS		LUMP SUM		LUMP SUM		
294	861106	RAMP METERING SYSTEM (LOCATION 6)	LS		LUMP SUM		LUMP SUM		
295	861107	RAMP METERING SYSTEM (LOCATION 7)	LS		LUMP SUM		LUMP SUM		
296	867014	12 SINGLE MODE FIBER OPTIC CABLE	M	1970	2300		4270		
297	867017	48 SINGLE MODE FIBER OPTIC CABLE	M	1600	3160		4760		
298	867024	144 SINGLE MODE FIBER OPTIC CABLE	M	2525	3160		5690		
299	860530	CHANGEABLE MESSAGE SIGN SYSTEM	EA		1		LUMP SUM		
300	867200	CONTROLLER INTERFACE	EA	7	4		11		
301	867300	MODIFY COMMUNICATION HUB C ASSEMBLY	LS	LUMP SUM			LUMP SUM		
302	867301	MODIFY COMMUNICATION HUB H ASSEMBLY	LS		LUMP SUM		LUMP SUM		
303	867400	MODIFY TRANSPORTATION MANAGEMENT CENTER ASSEMBLY	LS			LUMP SUM	LUMP SUM		
304	867500	COMMUNICATION SYSTEM TEMPORARY FIBER OPTIC SYSTEM	LS	LUMP SUM			LUMP SUM		
305	869047	SPLICE VAULT	EA	4	7		11		
306	869075	SYSTEM TESTING AND DOCUMENTATION	LS			LUMP SUM	LUMP SUM		
307	869080	TRAINING	LS			LUMP SUM	LUMP SUM		
308	999990	MOBILIZATION	LS				LUMP SUM		
Total									

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under the penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Date:

Principal Officer of:

(Name and Address of Contractor)

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SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
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LISTING OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et seq. of the Public Contract Code of the State of California, and any amendments thereof, the undersigned has set forth below the name, the address, and a description of the portion of work for each subcontractor who will perform work or labor or render services to the undersigned in or about the construction of the work or improvement to be performed in an amount over \$10,000 or 0.5% of the total contract bid price, whichever is greater.

Subcontractor:

 Name

 Description of the portion of work:

 Address

 Continued (as necessary)

 City, State & Zip Code

Subcontractor:

 Name

 Description of the portion of work:

 Address

 Continued (as necessary)

 City, State & Zip Code

By: _____
 Bidder's Signature

Note: 1) This form may be reproduced and attached behind this page to list more Subcontractors.

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Subcontractor:

<p>_____ Name</p> <p>_____ Address</p> <p>_____ City, State & Zip Code</p>	<p>_____ Description of the portion of work:</p> <p>_____ Continued (as necessary)</p>
--	--

Subcontractor:

<p>_____ Name</p> <p>_____ Address</p> <p>_____ City, State & Zip Code</p>	<p>_____ Description of the portion of work:</p> <p>_____ Continued (as necessary)</p>
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Highway 215
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Subcontractor:

<p>_____ Name</p> <p>_____ Address</p> <p>_____ City, State & Zip Code</p>	<p>_____ Description of the portion of work:</p> <p>_____ Continued (as necessary)</p>
--	--

Subcontractor:

<p>_____ Name</p> <p>_____ Address</p> <p>_____ City, State & Zip Code</p>	<p>_____ Description of the portion of work:</p> <p>_____ Continued (as necessary)</p>
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SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
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Highway and Bridge Construction
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Subcontractor:

 Name

 Description of the portion of work:

 Address

 Continued (as necessary)

 City, State & Zip Code

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SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
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Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that the subcontractor _____, has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor 41 CFR 60-1.7(b) (1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
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Highway and Bridge Construction
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Bid Opening: July 23, 2009

NON LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award		3. Report Type: <input type="checkbox"/> a. initial b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee. Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):			b. Individuals Performing Services (including address different from No. 10a) (last name, first name, MI):		
(attach Continuation Sheet(s) if necessary)					
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____		
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)					
15. Continuation Sheet(s) attached: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Re Standard Form - 111		

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal Recipient, at the initiation or receipt of covered Federal Action or a material change to previous filing pursuant to Title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreement, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal of the award/loan commitments for the prime entity identified in Items 4 or 5.
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influenced the covered Federal action.
 (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected

to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.

15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Assistance Use Only (Complete DBE)
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO YES for DBE #
Address	Fax			Age of Firm (Yrs)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO YES for DBE #
Address	Fax			Age of Firm (Yrs)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO YES for DBE #
Address	Fax			Age of Firm (Yrs)
City State ZIP				
Name	Phone	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million		<input type="checkbox"/> YES <input type="checkbox"/> NO YES for DBE #
Address	Fax			Age of Firm (Yrs)
City State ZIP				

Distribution: 1) Original - Local Agency File

EXHIBIT 12-C
Local Assistance Procedures Manual
Bidder's List of Subcontractors (DBE and Non-DBE)

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP		Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	DBE Status (checked)
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE #
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs)
			<input type="checkbox"/> > \$15 million		

Distribution: 1) Original - Local Agency File

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LPP 06-06

- (2) Copy -- Include in award package to Caltrans District Local Assistance
 (3) Original -- Local agency files

**INSTRUCTIONS - LOCAL AGENCY BIDDER-
 UDBE COMMITMENT (CONSTRUCTION CONTRACTS), EXHIBIT 15-G(1)**

ALL BIDDERS:

PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number). Enter the UDBE prime's and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces.

IMPORTANT: Identify all UDBE firms being participating in the project regardless of tier. Names of the First Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the UDBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of UDBE firms.

Exhibit 15-G (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date and Federal Share fields and verify that all

information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

UDBE INFORMATION—GOOD FAITH EFFORTS, EXHIBIT 15-H

Federal-aid Project No. ESPLN-6053(080) PNRSCML-6053(081) Bid Opening Date July 23, 2009

The San Bernardino Associated Governments established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of 1.37% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of UDBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.

(2) Copy -- Include in award package to Caltrans District Local Assistance

(3) Original -- Local agency files

INSTRUCTIONS - LOCAL AGENCY BIDDER- DBE INFORMATION (CONSTRUCTION CONTRACTS), EXHIBIT 15-G(2)

SUCCESSFUL BIDDER:

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

IMPORTANT: Identify **all** DBE firms participating in the project--including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G (2) must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

BIDDERS STATEMENT REGARDING INSURANCE COVERAGE

Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in the Contract. Should he/she be awarded the contract for work, Bidder further certifies that he/she can meet all Contract Specification requirements for insurance including insurance coverage of his/her subcontractors.

The above Statement is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement under penalty of perjury.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire.

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

The above Statement is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement under penalty of perjury.

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two year period because of the Contractors failure to comply with any order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board.

The above Statement is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement under penalty of perjury.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury that the Bidder has _____, has not _____, been convicted within the preceding three years of any offenses referred to in the section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University.

The term "Bidder" is understood to include any partner, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

The above Statement is part of the Proposal. Signing this proposal on the signature on the signature portion thereof shall also constitute signature of this statement under penalty of perjury.

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

TITLE 49, CODE OF FEDERAL REGULATIONS,
PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, and manager:

Is not currently under suspension, debarment, voluntary exclusion, or determined of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years

If there are any exceptions to this certification, insert the exception, in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate to whom it applies, initiating agency, and dates of action.

NOTE: Providing false information may result in criminal prosecution or administrative sanctions.

The above Statement is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement under penalty of perjury.

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

PROPOSAL TO THE SAN BERNARDINO ASSOCIATED GOVERNMENTS
(continued)

It is understood that San Bernardino Associated Governments reserves the right to reject the proposal and that it shall remain open and not withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.

The San Bernardino Associated Governments also reserves the right to waive any irregularities in any proposal or bid.

Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.

In accordance with the provisions of Section 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his employees. Each contractor to whom a public works contract is awarded shall certify that he/she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this contract.

The above statement is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement under penalty of perjury.

Bidder has satisfied themselves by personal examination of the location of the proposed work and by such other means as they prefer as to the actual conditions and requirements of the work, and shall not at any time after submission of the bid, dispute, complain or assert that there was any misunderstanding in regard to the nature of the work to be done.

Accompanying this proposal is

(Notice: Insert the words "Case", "Cashiers Check", or "Bidders Bond" as the case may be),

made payable to the San Bernardino Associated Governments for the sum of

Dollars (\$ _____), in an amount

equal to at least Ten Percent (10%) of the total bid.

If the Cashiers Check or Certified Check accompanies this Proposal as the guarantee, then the proceeds thereof shall become the property of the San Bernardino Associated Governments if, in the case this bid is accepted by the said Board of San Bernardino Associated Governments or Authorized Representative, and such bidder has received notice that the contract has been awarded to him/her, the undersigned shall fail within ten (10) days, not including Saturdays, Sundays and legal holidays, thereafter to execute a Contract with, and furnish the securities required by said Board of San Bernardino Associated Governments or Authorized Representative. Otherwise, such guarantee shall be returned to the undersigned.

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

PROPOSAL TO THE SAN BERNARDINO ASSOCIATED GOVERNMENTS
(continued)

The names of all persons interested in the forgoing Proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof authorized to execute this Bid Proposal; If a co partnership, state true name of firm, names of all individual co-partners composing firm; If bidder or other interested person is an individual, state first and last names in full.

ADDENDA: This Proposal submitted with respect to the changes to the Contract included in Addendum

Numbers _____
(Fill in Addendum Numbers if Addenda have been received)

WARNING: If an addendum or Addenda have been issued by the San Bernardino Associated Governments and not noted above on page one (1) of this Proposal as being received by the Bidder, this Proposal may be rejected.

Bidder is licensed in accordance with an act providing for registration of Contractors.

License No. _____ Classification(s) _____

The license expiration date is _____.

The representations made herein are made under penalty of perjury.

Employers Tax Identification No. _____. To comply with Internal Revenue Service requirements, the San Bernardino Associated Governments will report any payments exceeding \$600.00 within a calendar year.

SAN BERNARDINO ASSOCIATED GOVERNMENTS**State Highway 215****In the City of San Bernardino, California****Highway and Bridge Construction****Contract No.: C09-196****Bid Opening: July 23, 2009****PROPOSAL SIGNATURE PAGE**

By my signature on this Proposal, I certify, under penalty of perjury under the laws of the State of California, that the statements within the foregoing proposal, including, without limitation, the questionnaire and statements provided for in Public Contract Code Sections 10162, 10232 and 10295.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Code of Administrative Regulations) ☐. I declare under penalty of perjury that the foregoing is true and correct. This declaration executed in California, at (place) _____ on (date)_____.

Business Type: (Check only one) Corporation _____ Partnership _____ Sole Proprietorship

Bid and Certification submitted by:

Company Name

SIGN HERE

Signature of Bidder

Print Name and Title

Note:

If the bidder is a corporation, the legal name of the corporation shall be set forth above with the signature of the officers authorized to sign contracts on behalf of the corporation. If bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or member of a partnership, a Power of Attorney must be on file with the San Bernardino Associated Governments prior to opening of bids or submitted with bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address

Place of Business

Business Telephone No.

Fax No.

Contact Person

Phone No.

NOTE: If a bidder's bond is used as bidder's security, the Contractor shall use the Bidder's Bond Form included with this Proposal for the project and it shall be properly filled out and executed.

SAN BERNARDINO ASSOCIATED GOVERNMENTS
State Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (Contractor's name) (Hereinafter "Principal") as principal, and _____ (Surety Company) (hereafter "Surety"), as surety for this bond, provide this forfeiture bond to SANBAG (hereafter "Owner") as beneficiary. Surety shall be an admitted surety insurer as defined in Section 995.120 of the California Code of Civil Procedure.

Contractor and Surety are firmly bound unto the Owner in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the above Principal, submitted by said Principal to SANBAG for the work described below (hereafter "Penal Sum"), for the payment of which sum in lawful money of the United States, well and truly to be made, Contractor and Surety bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Penal Sum shall be forfeited in its entirety to SANBAG, without consideration as to the amount of actual damages incurred by SANBAG, if Principal fails to enter into the Contract for the work described below. However, although Contractor shall be liable for the entire Penal Sum, the liability of Surety shall not exceed the sum of _____ regardless of the actual Penal Sum.

The conditions of this obligation is such that a bid to Owner for certain construction specifically described as follows:

Construction of
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction

has been submitted by Principal to Owner and delivered to and received by the Receptionist of the San Bernardino Associated Governments located at:

San Bernardino Associated Governments
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715
Attention: Garry Cohoe
(909) 889-8611 x176

no later than **2:00 PM July 23, 2009**

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
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BIDDER'S BOND (continued)

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this day of _____, 2009, A.D.

Dated _____	Name/Title of Principal
	(Seal)
	Signature
	Name of Surety
	Address
	City, State and Zip
Dated _____	(Seal)
	Signature

NOTE: Signatures of those executing for Surety MUST be properly acknowledged.

NOTE: This form may be reproduced for transmittal to the Surety for execution and attached to the front of this the original Bid Bond Form.

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
 County of _____)

On _____ Before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(s), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

 Signature

Seal

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
Highway 215
In the City of San Bernardino, California
Contract No.: C09-196

THIS AGREEMENT, made and concluded, in duplicate, _____ between the San Bernardino County Transportation Authority (referred to hereinafter as "AUTHORITY"), and

_____ (referred to hereinafter as "Contractor").

ARTICLE 1.---WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by AUTHORITY, and under the conditions expressed in the Performance Bond and Payment Bond, bearing even date with these present, and hereunto annexed, the said Contractor agrees with AUTHORITY, at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by AUTHORITY, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of AUTHORITY, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in accordance with California Department of Transportation Standard Plans, dated July, 2004, the Standard Specifications, dated July, 1999, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Proposal and Contract (dated May 18, 2009) and on project plans (dated April 17, 2009) for the work are entitled:

CONSTRUCTION OF
Highway 215
IN THE CITY OF SAN BERNARDINO, CALIFORNIA
Highway and Bridge Construction

ARTICLE II.---AUTHORITY hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide materials to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.---The State general prevailing wage rates most current edition at the date of the bid opening are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.---By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--- Contractor agrees to receive and accept the following prices as full compensation for (1) furnishing all materials and for doing all the work contemplated and embraced in this agreement; (2) all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by AUTHORITY, and for all risks of every description connected with the work; (3) all expenses incurred by or in consequence of the suspension or discontinuance of work and; (4) well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

**ACCEPTED BID
SCHEDULE IS
INSERTED HERE
AFTER AWARD OF
PROJECT**

ARTICLE VI.---The undersigned agrees to complete the work within the time period as stipulated in Section 4 of the special provisions .

ARTICLE VII.---The undersigned hereby certifies that he is currently the holder of a valid license as a contractor in the State of California and that the license is the correct class of license for the work described in the project plans and specifications.

ARTICLE VIII

Indemnification - The Contractor agrees to indemnify, defend and hold harmless AUTHORITY, the State of California, Fluor Corporation, City of San Bernardino, BNSF Railway Company and their authorized offices, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts errors or omissions of any person and for any costs or expenses incurred by AUTHORITY, the State of California, Fluor Corporation, City of San Bernardino, BNSF Railway Company and their authorized officers, employees, agents and volunteers on account of any claim therefore, except where such indemnification is prohibited by law.

ARTICLE IX

Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto the Contractor shall, at the Contractor's expense, procure and maintain insurance on all of its operations with companies acceptable to AUTHORITY as follows. All insurance shall be kept in full force and effect from the beginning of the work through final acceptance by AUTHORITY. In addition, the Contractor shall maintain completed operations coverage with a carrier acceptable to AUTHORITY through the expiration of the patent deficiency in construction statute of repose set forth in Section 337.1 of the Code of Civil Procedure. The policies shall be written by a California admitted carrier with a Best's rating of B++ or better

Workers' Compensation and Employer's Liability Insurance – Workers' Compensation insurance shall be provided in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Employer's Liability Insurance shall be provided in amounts not less than:

- (a) \$1,000,000 for each accident for bodily injury by accident.
- (b) \$1,000,000 policy limit for bodily injury by disease.
- (c) \$1,000,000 for each employee for bodily injury by disease.

Liability Insurance – The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability, and property damage liability for the limits of liability indicated below and including coverage for:

- (a) premises, operations and mobile equipment.
- (b) products and completed operations.
- (c) broad form property damage (including completed operations).
- (d) explosion, collapse and underground hazards.
- (e) personal injury.
- (f) contractual liability.

Liability Limits/Additional Insureds - The limits of liability shall be at least:

- (a) \$1,000,000 for each occurrence (combined single limit for bodily injury and property damage).
- (b) \$2,000,000 aggregate for products-completed operations.
- (c) \$2,000,000 general aggregate. This general aggregate limit shall apply separately to the Contractor's work under this Agreement.
- (d) \$5,000,000 umbrella or excess liability. For projects over \$25,000,000 only, an additional \$10,000,000 umbrella or excess liability (for a total of \$15,000,000). Umbrella or excess policy shall include products liability completed operations coverage and may be subject to \$5,000,000 or \$15,000,000 aggregate limits. Further, the umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

AUTHORITY, the State of California, Fluor Corporation, City of San Bernardino, BNSF Railway Company and their authorized officers, employees, agents and volunteers, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds shall not extend to liability:

- (1) arising from any defective or substandard condition of the Roadway which existed at or prior to the time the Contractor commenced work, unless such condition has been changed by the work or scope of the work requires the Contractor to maintain existing Roadway facilities and the claim arises from the Contractor's failure to maintain; or
- (2) for claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor which occurred during the course of the work; or
- (3) to the extent prohibited by Section 11580.04 of the Insurance Code.

The policy shall stipulate that the insurance afforded the additional insureds shall apply as primary insurance. Any other insurance or self insurance maintained by AUTHORITY will be excess only and shall not be called upon to contribute with this insurance. Such additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO).

Automotive Liability Insurance – The Contractor shall carry automobile liability insurance, including coverage for all owned, hired and non-owned automobiles. The primary limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Article IX "Liability Limits/Additional Insureds," shall also apply to automobile liability.

Waiver of Subrogation Rights - Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against AUTHORITY, the State of California, Fluor Corporation, City of San Bernardino, BNSF Railway Company, and their authorized officers, employees, agents and volunteers, contractors and subcontractors.

Policy Forms, Endorsements and Certificates – The Contractor’s General Liability Insurance shall be provided under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

Evidence of insurance in a form acceptable to AUTHORITY, including the required “additional insured” endorsements, shall be furnished by the Contractor to AUTHORITY at or prior to the pre-construction conference. The evidence of insurance shall provide that there will be no cancellation, lapse, or reduction of coverage without thirty (30) days’ prior written notice to AUTHORITY. Certificates of Insurance, as evidence of required insurance, for the General Liability, Auto Liability and Umbrella-Excess Liability policies shall set forth deductible amounts applicable to each policy and all exclusions which are added by endorsement to each policy. AUTHORITY may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to interests of AUTHORITY. Standard ISO form No. CG0001 or similar exclusions will be allowed provided they are not inconsistent with the requirements of this section. Allowance of any additional exclusions is at the discretion of AUTHORITY. Regardless of the allowance of exclusions or deductions by AUTHORITY, the Contractor shall be responsible for any deductible amount and shall warrant that the coverage provided to AUTHORITY is consistent with the requirements of this section.

Enforcement – AUTHORITY may take any steps as are necessary to assure Contractor’s compliance with its obligations. Should any insurance policy lapse or be canceled during the contract period the Contractor shall, within thirty (30) days prior to the effective expiration or cancellation date, furnish AUTHORITY with evidence of renewal or replacement of the policy. Failure to continuously maintain insurance coverage as herein provided is a material breach of contract. In the event the Contractor fails to maintain any insurance coverage required, AUTHORITY may, but is not required to, maintain this coverage and charge the expense to the Contractor or terminate this Agreement. The required insurance shall be subject to the approval of AUTHORITY, but any acceptance of insurance certificates by AUTHORITY shall in no way limit or relieve the Contractor of the Contractor’s duties and responsibilities under the Contract to indemnify, defend and hold harmless AUTHORITY, the State of California, Fluor Corporation, City of San Bernardino, BNSF Railway Company, and their authorized officers, employees, agents and volunteers. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude AUTHORITY from taking other actions as is available to it under any other provision of the contract or law. Failure of AUTHORITY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

Miscellaneous – Nothing contained in the Contract is intended to make the public or any member thereof a third party beneficiary of the Insurance or Indemnity provisions of the Contract, nor is any term, condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

ARTICLE X.---The undersigned agrees to furnish AUTHORITY with a satisfactory Payment Bond in an amount equal to one hundred percent (100%) of the contract amount and a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount. These bonds shall be secured from a surety company or companies satisfactory to AUTHORITY and shall remain in force and effect for a period of one year following the date of filing of Notice of Completion.

ARTICLE XI.---If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under Article VIII, Indemnification.

ARTICLE XII.---The parties acknowledge and agree that this Agreement was entered into and intended to be performed in whole or substantial part in San Bernardino County, California. The parties agree that the venue for any action or claim brought by any party to this Agreement will be the Central District of San Bernardino County. Each party hereby waives any law or rule of court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District of San Bernardino County.

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed on the day and year first above written.

San Bernardino County Transportation
Authority

Contractor

By: _____
Gary C. Ovitt
President, SANBAG Board of Directors

By: _____

Date: _____

Date: _____

Approved as to Form and Procedure:

Licensed in accordance with an act providing for
registration of contractors:

By: _____
Jean-Rene Basle
SANBAG Counsel

License Number

Date: _____

Federal Employer Identification Number

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

That the San Bernardino Associated Governments of the State of California (Hereinafter referred to as SANBAG) and _____ (Hereinafter referred to as Principal) have by written agreement dated _____, 2009, entered into a contract identified as:

CONTRACT No.: C09-196 (Hereinafter referred to as the Contract); and

That, pursuant to law and said Contract, and before entering upon the performance of said Contract, the principal is required to file with SANBAG a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and _____ as corporate surety (Hereinafter referred to as Surety), Surety shall be listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1990 (including changes effective Date) published by the Department of Insurance, State of California or successor publications, are held firmly bound unto SANBAG in the amount of \$ _____ (\$ _____) for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 3181 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, companies and corporations named or referred to in Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that all alterations, extensions of time, extra and additional work, and other changes authorized by the Specifications or any part of the contract may be made without securing consent of the Surety on this bond, and any such actions shall not in any way affect the obligations of the Surety on this bond. Surety does hereby waive notice of any alterations, extensions of time, extra and additional work to the terms of the Contract or to the Specifications.

In the event suit is brought upon this Bond by SANBAG and judgment is recovered, Surety shall pay all costs incurred by SANBAG in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

Principal

Surety

By

Attorney-in-Act

Date

Address

NOTE: Signature of those executing for Surety must be properly acknowledged.

SAN BERNARDINO ASSOCIATED GOVERNMENTS
Highway 215
In the City of San Bernardino, California
Highway and Bridge Construction
Contract No.: C09-196
Bid Opening: July 23, 2009

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

That the San Bernardino Associated Governments of the State of California (Hereinafter referred to as SANBAG) and _____
 (Hereinafter referred to as Principal) have by written agreement dated _____, 2009, entered into a contract identified as

CONTRACT NO. C09-196 (Hereinafter referred to as the Contract); and
 That, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and _____ as corporate surety (Hereinafter referred to as Surety), Surety shall be listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1990 (including changes effective Date) published by the Department of Insurance, State of California or successor publications, are held firmly bound unto SANBAG in the amount of \$ _____ (\$ _____) for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the said principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration made as herein provided, in his/her or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless, SANBAG its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and affect.

And the said Surety, for value received, hereby stipulates and agrees that all alterations, extensions of time, extra and additional work, and other changes authorized by the Specifications or any part of the contract may be made without securing consent of the Surety on this bond, and any such actions shall not in any way affect the obligations of the Surety on this bond. Surety does hereby waive notice of any alterations, extensions of time, extra and additional work to the terms of the Contract or to the Specifications.

In the event suit is brought upon this Bond by SANBAG and judgment is recovered, Surety shall pay costs incurred by SANBAG in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

 Principal

 Surety

 By

 Attorney-in-Act

 Date

 Address

NOTE: Signature of those executing for Surety must be properly acknowledged.